



Insurance Coverage Package

CONTRACT NO. 11-06-30

Bid packets must be received by
2:00 p.m., Thursday, June 30, 2011
Delaware State University
Room 321
New Administration Building
1200 North DuPont Highway
Dover, DE 19901-2277

Point of Contact
Deborah Roussell
(302) 857-7822
(302) 857-7955 FAX

May 31, 2011

TO: ALL BIDDERS

The enclosed packet contains an "INVITATION TO BID" for Insurance Coverage. The bid consists of the following documents:

INVITATION TO BID – CONTRACT NO.

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
 - a. Non-Collusion Statement and Acceptance
 - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 2:00 p.m., Thursday, June 30, 2011, to be considered.

Submit your list of prioritized markets and vendors via fax only (302) 857-7955 by 4:00 PM, Monday June 13, 2011. DSU will have the list of markets your company can pursue available to you by close of business, June 14, 2011.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Deborah Roussell at (302) 857-7822.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

SECTION 100.00 BID GENERAL INFORMATION:

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

State:	The State of Delaware
Board:	The Delaware State University Board of Trustees
University:	The Delaware State University
Designated Official:	The person authorized to act for the Delaware State University Board of Trustees
Inspector:	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
Bidder:	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
Contractor:	Any individual, firm or corporation with whom a contract is made by the University
Surety:	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
Bid:	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
Advertisement For Bid:	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
Bid Bond:	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
Special Provisions:	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
Contract:	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: <ul style="list-style-type: none">A. Bid by firm or individual furnishing materials and/or servicesB. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documentsC. Approved University purchase order
Performance, Labor & Material Payment Bond:	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

SECTION 200.10 EXECUTIVE ORDER 11246

GENERAL COMPLIANCE CERTIFICATE AND AGREEMENT OF VENDORS AND SUBCONTRACTORS

To: _____ AND ITS SUBSIDIARY CORPORATIONS

EXECUTIVE ORDER 11246

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

A. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. CERTIFICATE OF NONSEGREGATED FACILITIES

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are

maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be

CORPORATE SEAL

Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

SIGNATURE OF BIDDER

BY: _____

ATTEST:

Secretary

SWORN to and SUBSCRIBED before me this ____ day
of _____, 20____.

City of _____

County of _____

State of _____

My Commission Expires: _____

Notary Public

SECTION 200.9 NON-COLLUSION STATEMENT

Delaware State University
Office of Purchasing
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder

has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. _____ or any part(s) thereof, submitted to the Delaware State University on the ____ day of _____, 20__.

SIGNATURE OF BIDDER

CORPORATE SEAL

BY: _____

ATTEST: _____
Secretary

SWORN to and SUBSCRIBED before me this ____ day of _____, 20__.

City of _____ County of _____

State of _____ My Commission Expires: _____

Notary Public

SECTION 200.1 Presentation of Bids

A. Bids shall be presented on the forms issued with the specifications. Special lease, or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of the Director of Purchasing, (unless otherwise indicated), Delaware State University, 1200 North DuPont Highway, Dover, Delaware, 19901-2275, not later than the time stated in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

Contract no.: 11-06-36

Name of Bidder: _____

Date of Opening: June 30, 2011, 2:00 P.M.

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

SECTION 200.2 Bid Guaranty

A. All bid bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions)

within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

SECTION 200.3 Bid Withdrawal

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

SECTION 200.4 Bid Openings

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

SECTION 200.5 Rejection of Bids

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names, (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than on principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

SECTION 200.6 Notification of Award and Agreement

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del.

C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the University.

SECTION 200.7 Termination of Contract

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case

of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

SECTION 200.8 Performance, Labor & Material Payment Bond

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

SECTION 200.9 Non-Collusion Statement

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

SECTION 200.10 Compliance Certificate

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

SECTION 300.00 GENERAL CONDITIONS

SECTION 300.1 Interpretation of Estimates

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

SECTION 300.2 Prices Quoted

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

SECTION 300.3 Use of Trade Names

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

SECTION 300.4 Or Equal Bids

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

SECTION 300.5 Merchandise Sample

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

SECTION 300.6 Warranty

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected

if found defective in any way, and not conforming with specifications.

SECTION 300.7 Delivery

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

SECTION 300.8 Liquidated Damages

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

SECTION 300.9 Laws to be Observed

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

SECTION 300.10 Contract Documents

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and

specifications must be immediately returned to the University.

SECTION 300.11 Obligation of Bidder

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

SECTION 300.12 Billing

A. The successful bidder (s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

Delaware State University
Accounts Payable
1200 N. DuPont Highway
Dover, DE 19901-2275

SECTION 300.13 Terms of Payment

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

SECTION 300.14 Funding Out

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

SECTION 400.00 SPECIAL PROVISIONS:

The following "Special Provisions" shall be considered by all Bidders as part of this Contract:

400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 2:00 P.M. June 30, 2011. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the New Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-227, and will be publicly opened at the time and date indicated above.

400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide insurance coverage as required by Delaware State University and as listed below:

Contract Requirements:

- General Liability including Sexual Abuse & Misconduct, Armed Security & Employee Benefits Liability
- Excess Umbrella Liability
- Inland Marine
- Non-owned Auto Liability and Hired Auto Liability & Hired Physical Damage Coverage
- Licensed Professional Liability including Interns (student nurses & social workers)
- Educators Legal Liability and Employment Practices Liability
- Group Life
- Property (Owned by The Foundation)
- Personal Tenant Owners Policy for President of DSU
- Employers Liability
- Equine – Care, Custody and Control
- Physicians Medical Professional Liability (Start September 1, 2011)
- Aviation & Negligent Instruction (April 9, 2012 Expiration)

- Day Care Group Accident Coverage (February 2011 Expiration)
- Student Accident & Sickness Coverage (Start August 1, 2011)
- Intercollegiate Sports (Start August 1, 2011)

400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for a thirty six (36) month period, from August **1, 2011 through July 31, 2014**, with some exceptions. This contract may be extended for up to two, one year periods by negotiation between the vendor and Delaware State University.

400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid (ITB) is Deborah Roussell, Delaware State University, (302) 857-7822. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.

400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.

400.5 BID BOND REQUIREMENTS: Waived

400.6 PERFORMANCE BOND REQUIREMENTS: Waived

400.7 BASIS OF AWARD:

- a. The University will award a contract resulting from this RFP to the responsible and qualified proposer whose response, conforming to the RFP; will be most advantageous considering price and related factors included in the RFP. The award shall name the agent/broker as the contractor.
- b. The University may reject any or all proposals if such action is in the best interest of the University. The University may accept other than the lowest proposal, and waive minor informalities and minor irregularities in proposals received.
- c. The University will award, without discussion, a contract on the basis of proposals received. Therefore, each proposal should contain the proposer's best terms from the standpoint of price and related factors specified in the RFP.
- d. The following criteria will be utilized in ranking agent/brokers and insurance carriers under consideration:
 - (1) Agent/Broker
 - a. Experience and reputation in the insurance field.
 - b. Expertise in related insurances.
 - c. Capacity to provide all the University's Insurance needs.
 - d. Location (geographical).
 - e. Fees.
 - (2) Insurance Carriers
 - a. Financial performance index.
 - b. Coverage and exclusions.
 - c. Prices.

- e. The awarding of this contract to a specific agent/broker does not establish an agent/broker of record agreement with the University.

SECTION 400.00 SPECIAL PROVISIONS con't:

In the event a disagreement arises between the agent/broker and the insuring company, any such disagreement shall not be cause for the cancellation of the policy by the insuring company.

400.8 PRE-BID MEETING: Waived

400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.

401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.

401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**

401.2 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.

401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

The following "Special Provisions" shall be considered by all Bidders as part of the Contract: N/A

401.4 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.

401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.

401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

SECTION 500.00 SPECIFICATIONS:

All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:

500.1 COMPLAINT: Unless the offerors bid expressively states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.

500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.

500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

SPECIFICATIONS: The successful bidder (s) shall provide the following items, meeting at a minimum, the specifications as listed:

Insurance Coverage Specifications

1. You must complete the insurance line coverage sheets that are attached.
2. TAXES AND FEES: All excess and surplus lines taxes and fees, if applicable, shall be included in the total premium proposal. The proposer shall attach a listing of the amount of such taxes and fees applicable.
3. REQUIRED QUALIFICATIONS: A proposer is an insurance company or an agent/broker submitting a proposal on behalf of an insurance company or companies. In order to be considered for award, a proposer must meet the qualification below. Proposers not meeting these qualifications will not be considered for award:
 - a. Insurance Companies
 1. Each participating insurer shall be licensed or duly authorized to issue insurance in the State of Delaware. "Duly authorized" means that the insurer(s) shall be listed with the State Insurance Commissioner as an approved or admitted carrier. If a Proposal is submitted by a "surplus lines" insurance company, the company must be authorized to conduct business in the State by the Insurance Department.
 2. Each participating insurer shall be financially sound and responsible, which may be evidenced by a rating in the current A. M. Best's Insurance Reports of "A-" or better for performance and shall have a financial rating of "Class VI" or greater for company size, or an A. M. Best Company Financial Performance Index (FPI) rating of "VII" or higher that is in the NA-3 category (Insufficient Operating Experience). A rating of at least "A" by Demotech will also be acceptable. The rating by either one or the other of those rating organizations should be shown on the proposal when it is submitted.
 - b. Agent/Broker. The agent/broker shall be licensed or duly authorized to issue, solicit and service commercial property/casualty insurance in accordance with the laws of the State of Delaware.
4. MULTI-LINE PACKAGE POLICY. All coverage's will be awarded to one broker/agent on a multi-line/multi-carrier basis.
5. CERTIFIED DUPLICATE POLICY. The insurer receiving the award shall deliver an original and a certified duplicate of the insurance policy to the Purchasing Department, New Administration Building, Delaware State University, 1200 North DuPont Highway, Dover, DE 19901-2277.
6. CLAIM REPORT: The agency or company receiving the award shall provide on a semi-annual basis, a report of all claims including date of claim, amount paid or reserved and a description of the type and nature of each claim.
7. REFERENCES: Each bidder shall provide at least three (3) references for insurance coverage. The reference must be a current insured equal to or similar in size to Delaware State University. **Please include a list of all schools, colleges and universities you currently insure.**
8. PRIORITIZED MARKETS: Agents/Brokers must provide a prioritized listing of markets/carriers they intend to pursue **no later than** 4:00 p.m., local time, Monday, June 13, 2011. Fax is the only acceptable means of sending this list. The University will contact each Agent/Broker with the approved markets for that agent/broker to approach by close of business Tuesday,

June 14, 2011. The assignments of markets shall be determined by the timing of the date stamp on the facsimile (302) 857-7955. Submission of prioritized list after 4:00 p.m., local time, Tuesday, June 14, 2011 will not be accepted. The Agent/Broker will therefore not be allowed to submit a proposal.

Incumbent carriers are listed below:

- Chartis (formerly AIG, Landmark, Lexington, National Union Fire)
- United Educators
- Hartford
- Guarantee Trust
- Utica
- Reliance Standard Life Insurance Company
- Maksin Group/National Union Fire
- Philadelphia Insurance Company
- Equisport/Diamond State Insurance Company
- Wesco Insurance
- Pro Assurance (National)
- Graphic Arts Mutual Insurance

9. LOSS REPORTS: Loss Run Reports for the past three (3) years are available upon request.

SPECIFICATION A:

1. COVERAGE REQUIREMENTS:

- a. Coverage. The CGL policy shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. CGL shall be written on a standard Insurance Services Office GCL Occurrence form and approved for use in the State of Delaware to provide coverage for premises and operations. Deductible should be \$25,000. The policy shall include the following coverage:

- Premises and Operations
- Products and Services
- Completed Operations
- Contractual Liability – No contractual exclusion
- Personal Injury Liability
- Advertising Liability
- Medical Payments
- Host Liquor Liability
- Independent Contractors
- Fire Legal Liability
- Broadened Coverage – includes water damage resulting from fire
- Corporal Punishment Participant's Liability
- Employee Benefits Liability - \$1,000,000/\$3,000,000 (Claims Made) \$1,000 deductible
- Incidental Medical Professional Liability - \$1,000,000/\$3,000,000 (Claims Made)
- Vendors Liability
- Defense Costs Outside the Limit
- Elevator Collision
- Water Damage Liability
- Additional Locations
- Sexual Assault or Misconduct/Molestation
- Law Enforcement Liability or Security Forces Liability including Armed Officers
- Bodily Injury – Broadened Definition (includes emotional distress)
- Supplementary Payments (Defense Costs)
- Watercraft up to 50 feet in length
- No Athletics Participants Exclusion
- Worldwide Coverage
- Newly Acquired Entities
- Includes Coverage for Volunteers
- Covers Intentional use of reasonable force to protect persons or property
- Additional Insured Coverage
- Mobile Equipment
- Broad Property Damage
- Watercraft Liability
- Per Job/Per Location Aggregate

A claims-made policy form is not acceptable.

- b. Named Insured. The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers, and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation, and Delaware State University Foundation, Inc.

- c. Coverage Limits. The CGL limit of liability shall be as follows:

\$1,000,000	Single Limit for each Occurrence of Bodily Injury and Proper Damage Claimed
\$3,000,000	Bodily Injury/Property Damage – Annual Aggregate
\$3,000,000	Products Liability – Annual Aggregate
\$1,000,000	Personal Injury and Advertising Injury – Each Occurrence
\$1,000,000	Fire Legal Liability Each Occurrence
\$ 5,000	Medical Payments per Person

- d. Required Endorsements. The CGL policy shall have the following endorsements attached or incorporated into the policy itself:

1. Mistake in Description. “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”
2. Governmental Immunity Clause. “It is agreed that the company shall not contend, in the event of any claim that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. Loss Reports. “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

SPECIFICATION B: COMMERCIAL UMBRELLA (EXCESS) LIABILITY COVERAGE (CUL)

1. COVERAGE REQUIREMENTS

- a. Coverage. The CUL policy shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. CUL shall be written on a standard Insurance Services Office GUL Occurrence form and approved for use in the State of Delaware to provide coverage for premises and operations. The policy shall be the same as basic underlying policies and to include the following:
- Employers Liability
 - Contractual Liability
 - Products Liability
 - Broad Form Property Damage
 - Broad Form Comprehensive General Liability
 - Explosion, Collapse and Underground Hazards
 - Comprehensive Commercial General Liability
 - Automobile Comprehensive Liability (Non-Owned/Hired Liability Only)
 - Completed Operations
 - Personal Injury Liability
 - Sexual Molestation
 - Security Coverage (Armed)
- b. Named Insured. The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers, and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation, and Delaware State University Foundation, Inc.
- c. Coverage Limits. The CUL limit of liability shall be as follows:

LIMITS	\$10,000,000 Each Occurrence
	\$10,000,000 Annual Aggregate for
	i. Product Liability
	ii. Completed Operations Liability
	iii. Employee Occupational Liability
	\$10,000,000 Sexual Molestation
COVERAGE	Same as Basic Underlying Policies
SELF-INSURED RETENTION	\$10,000 Each Occurrence/Each Claim

Schedule of Basic Underlying Insurance

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability (Including Sexual Molestation and Armed Security Coverage)	\$1,000,000 Each Occurrence
Automobile Liability (Non-Owned/Hired Only)	\$1,000,000 Each Occurrence
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Policy Limit-Disease
	\$1,000,000 Each Employee – Disease
Licensed Professional Liability	\$1,000,000 Each Person/\$1,000,000 Aggregate

Required Endorsements. The CUL policy shall have the following endorsements attached or incorporated into the policy itself:

1. Mistake in Description. "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."
2. Governmental Immunity Clause. "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. Loss Reports. "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss run shall continue for a period of 12 months after expiration of the policy."

SECTION C: COMMERCIAL INLAND MARINE COVERAGE

1. COVERAGE REQUIREMENTS.

- a. Coverage. The coverage shall be written on a standard Insurance Services Commercial Inland Marine Policy, approved for use in the State of Delaware. Coverage is to become effective at 12:01 a.m., September 1, 2011, for a period of 36 months.
- b. Coverage Limit. Coverage shall include:
1. Repair and replacement of equipment
 2. Automatic coverage for newly acquired equipment.
- c. Equipment Coverage Amount. Coverage is to be provided on the basis of upgraded value costs at the time of loss. Electronic Data Processing coverage shall provide for Direct Physical Loss to Hardware and Software, Protection shall be an All Risk basis and of a form that is designated to cover this type of equipment.
- | | | |
|-------------|-----------|-----------------------------------|
| Limits: | \$300,000 | Hardware |
| | \$374,000 | Media and Data |
| | \$ 25,000 | Extra Expense |
| | \$ 89,645 | Contractors Equipment Schedule |
| | \$520,585 | Miscellaneous Scheduled Equipment |
| | \$ 32,814 | 75 Micro Fridge Refrigerators |
| Deductible: | \$ 1,000 | |
- d. Fine Arts Floater. Fine Arts Floater shall cover blanket limit for fine arts on exhibit at the University.
- | | |
|----------------|-----------|
| Blanket Limit: | \$279,900 |
| Deductible: | \$ 1,000 |
- e. Named Insured. The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers, and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation, and Delaware State University Foundation, Inc.
- f. Required Endorsement. The policy shall have the following endorsement attached or incorporated into the policy:

1. Mistake in Description. "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."
2. Governmental Immunity Clause. "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. Loss Reports. "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

SPECIFICATION D: COMMERCIAL NON-OWNED BUSINESS AUTOMOBILE COVERAGE

1. COVERAGE REQUIREMENTS

- a. **Coverage.** The automobile coverage shall be written on a standard Insurance Services Office form, approved for use in the State of Delaware. Coverage is to become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. Non-owned auto liability shall provide liability for DSU when an employee or a volunteer uses their vehicle on the employers business and causes damages. Hired Auto Liability & Hired Physical Damage shall provide coverage for Hired Cars rented or hired by DSU to provide coverage against accidents, theft, personal injury, and other damages as a result of employees and other covered individuals operating a vehicle in connection with the University business.
- b. **Named Insured.** The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers, and employees while acting within the scope of their duties, Delaware State Housing Foundation, and Delaware State University Foundation, Inc.

- c. **Limit of Liability.** The policy shall be issued with a limit of:

Liability	\$1,000,000	Hired/Borrowed/Non-Owned Automobiles
Physical Damage	\$ 50,000	Hired Car Physical Damage
Deductibles:	\$ 100	Comprehensive
	\$ 500	Collision

- d. **Rating Information – Hired/Non-Owned Automobiles.** Coverage shall be written on an “if any” basis.
- e. **Required Automobile Endorsements.** The automobile policy shall have the following endorsements attached, or incorporated into the policy:
1. **Mistake in Description.** “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by an inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.
 2. **Governmental Immunity Clause.** “It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
 3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. **Loss Reports.** “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

SPECIFICATION E: EDUCATORS LEGAL LIABILITY INCLUDING EMPLOYMENT PRACTICES LIABILITY

1. COVERAGE REQUIREMENTS.

- a. **Coverage.** The ELL policy shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. It shall be written on a standard Insurance Services Office form and approved for use in the State of Delaware to provide coverage for premises and operations. This policy shall cover educational organization errors and omissions and shall include coverage for directors and officers, Board of Trustee members liability, and employment practices liability.
- b. **Named Insured.** The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers, and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation, and Delaware State University Foundation, Inc.
- c. **Coverage Limits.** The ELL limit of liability shall be as follows:
Limit: \$5,000,000 Each Claim/\$5,000,000 Annual Aggregate
Deductibles:
 - i. \$1,000 Governing Board Directors, Trustees or Officers who cannot be lawfully indemnified
 - ii. \$50,000 All other claims
 - iii. \$75,000 Wrongful Employment Practices – Per ClaimDefense Costs are included in Deductibles
- d. **Required Endorsements.** The policy shall have the following endorsements attached or incorporated into the policy itself:
 - Defense Costs Outside the Limit
 - Claims Made Coverage – No Retroactive Date
 - Punitive Damages - \$1,000,000 Limit
 - Back Salary Coverage
 - Consent to Settle
 - Pay on Behalf
 1. **Mistake in Description.** “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”
 2. **Governmental Immunity Clause.** “It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
 3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. **Loss Reports.** “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

SPECIFICATION F: EMPLOYERS LIABILITY INSURANCE

COVERAGE REQUIREMENTS

- a. **Coverage.** Employers Liability Insurance shall be written on a standard policy form approved for use in the State of Delaware. Coverage shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. The policy shall cover employer's liability, the liability of a business or entity for injury to its employees that arise in the course of employment but that are not compensable under the state's applicable workers compensation statute.
- b. **Named Insured.** The Policy shall name as insured: Delaware State University and include the Board of Trustees, Director and Officers, and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation and Delaware State University Foundation, Inc.
- c. **Coverage Limits.** Coverage limits are as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Accident	\$1,000,000	Policy Limit
Bodily Injury by Accident	\$1,000,000	Each Employee
No Deductible		

Employers Liability is based on an Estimated Annual Payroll of \$47,700,000*

- d. **Required Endorsements.** The policy shall have the following endorsements attached or incorporated into the policy itself:
1. **Mistake in Description.** "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."
 2. **Governmental Immunity Clause.** "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
 3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. **Loss Reports.** "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

SPECIFICATION G: INTERCOLLEGIATE SPORTS ACCIDENT INNSURANCE – ACCIDENT

1. COVERAGE REQUIREMENTS.

a. Coverage. The Athletic Injury and Catastrophic Insurance shall be written on a standard policy form approved for use in State of Delaware. Coverage shall become effective at 12:01 a.m., August 1, 2011, for a period of 36 months. The policy shall cover student athletes, trainers, managers, coaches, student managers, student trainers, student coaches, and cheerleaders while participating in University scheduled, sponsored and supervised games and practice sessions including supervised travel to and from such games and practice sessions (per census).

b. Named Insured. The policy shall name as insured: Delaware State University.

c. Coverage Limits. Coverage limits are as follows:

\$90,000 Accident Medical Expense Benefit Medical Maximum

\$ 5,000 Accidental Death Benefit and Dismemberment

- NCAA Lifetime Catastrophe Medical Coverage
- Dental Included in Medical Maximum
- Full Excess Coverage – Excess Benefits to all other valid coverage of the insured
- No Deductible
- Prescription Drugs Included
- Physiotherapy Maximum Included
- Benefit Period – 2 years
- Heart/Circulatory – Full Coverage
- Pre-Existing Conditions – Full Coverage
- HMO/PPO – Full Coverage if an HMO or PPO denies coverage for Service outside its geographic area or its provided network

d. Required Endorsements. The policy shall have the following endorsements attached or incorporated into the policy itself:

1. Mistake in Description. “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”

2. Governmental Immunity Clause. "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. Loss Reports. "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

SPECIFICATION H: GROUP LIFE COVERAGE

1. COVERAGE REQUIREMENTS

- a. **Coverage.** The Group Life Coverage Insurance shall be written on a standard policy form approved for use in the State of Delaware. Coverage shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. The coverage shall be written on a standard Group Life Policy form approved for use in the State of Delaware. The policy shall cover all active, full-time employees who work a minimum of 30 hours per week. The policy shall also cover each member of the Board of Trustees and the President of the University.
- b. **Named Insured.** The policy shall name as insured Delaware State University employees, Board of Trustees and President. Delaware State University shall be the Policy Holder.
- c. **Coverage Limits.** Coverage benefit limits are as follows:
 - Board of Trustees \$10,000 Flat
 - All other employees an amount equal to 200% of the employee's annual salary (rounded to the nearest \$1.00 of benefit) to a maximum of \$250,000.
 - President an amount equal to 200% of the President's annual salary (rounded to the nearest \$1.00 of benefit) to a maximum benefit of \$300,000.

Reductions: Notwithstanding the above, on and after the employees 70th birthday, the amount of insurance will be 50% of the amount which was applicable to them immediately prior to such birthday.

- d. **Required Endorsements.** The policy shall have the following endorsements attached or incorporated into the policy itself:
 1. **Mistake in Description.** "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."
 2. **Governmental Immunity Clause.** "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
 3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. **Loss Reports.** "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."

2. EMPLOYMENT INFORMATION

- a. Full-Time Employees. For the purpose of this contract proposal the number of Full-Time Employees working a minimum of 30 hours is currently _____, with a current payroll of _____ annually.
- b. Board of Trustees. For the purpose of this contract the number of members on the Board of Trustees is _____.

SPECIFICATION J: PERSONAL HOMEOWNERS – PRESIDENT’S RESIDENCE

1. COVERAGE REQUIREMENTS

- a. **Coverage.** The Personal Homeowners Policy for the President’s Residence shall become effective at 12:01 a.m., September 1, 2011 for a period of 36 months. The policy shall be written on a standard policy form approved for use in the State of Delaware.
- b. **Named Insured.** This policy shall name as insured Dr. Harry L. Williams, President, and Delaware State University. The policy holder shall be Delaware State University.

- c. **Coverage Limits.** The coverage limits under this policy shall be as follows:

Personal Liability	\$1,000,000
Personal Property	\$ 100,000
Loss of Use	\$ 25,000
Medical Payments	\$ 1,000
DEDUCTIBLES	\$ 250 ALL PERILS

- d. **Required Endorsements.** The policy shall have the following endorsements attached or incorporated into the policy.

1. **Mistake in Description.** “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”
2. **Governmental Immunity Clause.** “It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. **Loss Reports.** “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

2. DWELLING INFORMATION. The following information is provided for the purpose of your proposal.

Construction Type:	Frame
Residence Type:	Personal Dwelling
Number of Families:	One (1)
Territory:	032
Year Built:	1900
Miles to Fire Department:	Five (5)
Feet to Hydrant:	1000

SPECIFICATION K: GROUP ACCIDENT (DAY CARE PROGRAM)

1. **COVERAGE REQUIREMENTS**

- a. **Coverage.** The Group Accident policy shall become effective at 12:01 a.m., February 27, 2012, for a period of 36 months. The policy shall be written on a standard policy form approved for use in the State of Delaware.
- b. **Covered Activities.** This policy shall cover each insured person during the policy period while they are participating in Day Care activities sponsored by Delaware State University, while on University premises or premises designated by the University and under the direct supervision by University staff. The policy shall also provide coverage for individuals traveling in a group in connection with Day Care activities or traveling directly to or from the activities and his or her home or place of lodging.
- c. **Coverage Limits.** The coverage limits for this policy shall be as follows:

Accidental Death: Principal Sum - \$5,000

Accidental Dismemberment: Principal Sum - \$10,000

Accidental Medical Expense: Maximum Benefit - \$250,000

Deductible Amount – NONE

Maximum Dental Limit - \$1,000

Catastrophic Benefit - \$35,000

Required Endorsements: The policy shall have the following endorsements attached or incorporated into the policy itself:

1. **Mistake in Description.** “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”
2. **Governmental Immunity Clause.** “It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
3. **Cancellation.** Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
4. **Loss Reports.** “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

2. **ENROLLMENT INFORMATION.** For the purposes of this proposal the number of children enrolled in the Day Care program is fifty (50).

SPECIFICATION L: LICENSED PROFESSIONAL LIABILITY

1. COVERAGE REQUIREMENTS

- a. **Coverage.** The Licensed Professional Liability Policy shall become effective at 12:01 a.m., September 1, 2011, for a period of 36 months. The policy shall be written on a standard ISO policy form and approved for use in the State of Delaware.
 - i. Claims-Made Coverage
 - ii. Retroactive date July 1, 1995
- b. **Named Insured.** The policy holder shall be Delaware State University. The policy shall name as Insured: Delaware State University and include the Board of Trustees, Directors and Officers and employees while acting within the scope of their duties, Delaware State University Student Housing Foundation, and Delaware State University Foundation, Inc.
- c. **Additional Insured.** The policy shall name Delaware State University and its faculty members as additional insured's.
- d. **Coverage.** The limits of Professional Liability shall be as follows:

\$1,000,000	EACH INCIDENT OR OCCURRENCE
\$1,000,000	IN THE AGGREGATE

Coverage is required to cover:

 - i. Professional Services – Covers Campus Professional Services provided by DSU's employees (except physicians)
 - ii. Professional Internship Programs (nurses and social workers). –Students engaged in internship activities requiring professional licensing or supervision by licensees
 - iii. Members supervising licensed Faculty professional activities as part of a course or student internship
- e. **Retention:** \$0 SIR for each Student & Each Individual Insured not Indemnifiable
\$10,000 SIR per claim
- f. **Required Endorsements.** The policy shall have the following endorsements attached or incorporated into the policy itself:
 - 1. **Mistake in Description.** "It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy."

2. Governmental Immunity Clause. "It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body."
 3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. Loss Reports. "The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy."
 5. Worldwide Coverage
 6. Duty to Defend
-
2. Enrollment Information. For the purpose of this proposal the current student enrollment participating in the Nursing Program is one hundred eighty (180) students.

SPECIFICATION M: STUDENT ACCIDENT & SICKNESS INSURANCE COVERAGE (EXCESS)

1. ENROLLMENT INFORMATION

- A. Undergraduate Students. Undergraduate Students enrolled for the purpose of this contract proposal shall be based on three thousand six hundred nine (3609) Full Time students taking a minimum of 9 credit hours.
- B. Graduate Students. Graduate Student enrollment for the purpose of this contract proposal should be based on four (4) resident students taking a minimum of six (6) credit hours.
- C. Intramural Sports: Include coverage
- D. Coverage Effective for 36 months effective August 1, 2011 through July 31, 2014

ENROLLMENT POPULATIONS FALL 2012 – TBD

- 1. Full Time Undergraduates
- 2. Full Time Graduates
- 3. Part Time Undergraduates
- 4. Part Time Graduates
- 5. Commuter Students
- 6. International Students

2. COVERAGE REQUIREMENTS

- a. Coverage. The Student Health Policy shall be written on a standard Student Health policy form approved for use in the State of Delaware. Coverage shall become effective at 12:01 a.m., August 15, 2011 for a period of 36 months. The Policy shall cover all undergraduate students taking 12 or more credit hours and all resident graduate students taking 6 or more credit hours. Student enrollment in the above categories shall be mandatory. All non-resident graduate students taking 6 or more credit hours are eligible to participate in the plan on a voluntary basis.
- b. Named Insured. The policy shall name as insured Delaware State University and Students as defined herein.
- c. Medical Expenses Benefits. All proposals for the Student Health Coverage shall be based on the Medical Expense Benefits as detailed in the "Student Health Services" Student Insurance Plan brochure enclosed. Please pay particular attention to the details of the contents of this brochure. If your proposal takes exception to any of the terms or conditions of this coverage, please so note.
- d. Coverage Limits. Coverage benefit limits are as follows:

- a. Injury Only Benefits

< Maximum Benefit	\$15,000 (each injury)
< International Student	\$50,000
< Deductible	\$50
< Co-insurance	NONE

SPECIFICATION M: STUDENT HEALTH INSURANCE COVERAGE – con't

- b. Sickness Only Benefits
- | | |
|-------------------------|------------------------|
| < Maximum Benefit | \$15,000 (each injury) |
| < International Student | \$50,000 |
| < Deductible | \$50 |
| < Co-insurance | NONE |
- e. Enhanced Coverage. A proposal may be submitted in addition to the proposal for Standard Coverage. The “Enhanced Coverage” proposal must be presented in the same detail as contained in the enclosed brochure. Proposal must provide premium, surplus lines tax/fees, less estimated dividends, agent/broker commission/fees, and total annual net cost.
- f. Required Endorsements. The policy shall have the following endorsements attached or incorporated into the policy itself:
1. Mistake in Description. “It is understood and agreed that the coverage provided by this policy shall not be invalidated or affected by any inadvertent errors, omissions, or improper description of premises or other items mentioned in this policy.”
 2. Governmental Immunity Clause. “It is agreed that the company shall not contend, in the event of any claim, that the named insured is not liable in tort by virtue of the fact that it is a governmental instrumentality or public body.”
 3. Cancellation. Cancellation may not be effected by the company without a minimum of 60 days prior written notice to the insured.
 4. Loss Reports. “The company agrees to provide the named insured with loss runs showing the status of each loss on a semi-annual basis until all claims are settled. The loss run shall include, as a minimum: Date of loss, location, type of loss, amount paid, and amount held in reserve and if the loss has been closed without payment. The loss runs shall continue for a period of 12 months after expiration of the policy.”

SPECIFICATION N: PROPERTY POLICY FOR DSU HOUSING FOUNDATION

1. COVERAGE REQUIREMENTS

- a. The DSU Foundation Property Policy shall be effective at 12:01 a.m., September 1, 2011, for a period of 36 months. The policy shall be written on a standard policy form and approved for use in the State of Delaware.
- b. Named Insured: Delaware State University Housing Foundation
- c. Coverage: "First-party" insurance of real and personal property against physical loss or damage.

<u>Limits</u>	<u>Property Description</u>	<u>Deductible</u>	<u>Co-Ins</u>	<u>Value</u>	<u>Cause of Loss</u>
\$54,302,494	Total Insured Values				
\$44,084,008	Blanket Buildings	\$5,000	80%	RC	Special/Theft
\$ 3,555,155	Blanket Contents	\$5,000	80%	RC	Special/Theft
\$ 6,663,311	Blanket Business Income 72 hrs	80%	AV		
\$ 1,000,000	Flood any one Premises & All Premises in any single policy year				

This policy will include the following coverage enhancements, conditions and endorsements:

Accounts Receivable	\$ 250,000
Computer Virus	\$ 2,500
Arson Reward	\$ 25,000
Debris Removal	\$ 250,000
Excavation & Landscaping	\$ 25,000
Personal Property in Transit	\$ 50,000
Fish in Aquariums	\$ 1,000
Fine Arts	\$ 25,000
Fire Department Service Charge	\$ 50,000
Claim Expense	\$ 10,000
Money & Securities	
Inside Limit	\$ 5,000
Outside Limit	\$ 5,000
Newly Acquired Property-Building 180 Days	\$1,000,000
Newly Acquired Personal Property	Included in Blanket
Personal Effects – Premises	\$ 25,000
Personal Effects – Worldwide	\$ 1,000
Signs – Included in Personal Property Limit	
Lost Key Replacement	\$ 2,500
Pollution Clean-Up or Removal	\$ 25,000
Glass included in property limits	
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Inc. Cost of Construction	\$ 250,000
New Construction	\$ 500,000
Kidnap, Ransom, Extortion	\$ 25,000

Valuable Records & Research	\$ 250,000
Crisis Management	\$ 25,000
<u>Bell Endorsement</u>	
Identity Theft	\$ 25,000
Terrorism Travel Reimbursement	\$ 25,000
Emergency Real Estate Consulting Fee	\$ 25,000
Temporary Meeting Space Reimbursement	\$ 25,000
Workplace Violence Counseling	\$ 25,000
Kidnapping Expense	\$ 50,000
Key Individual Replacement Expense	\$ 50,000
Image Restoration and Counseling	\$ 25,000
Donation Assurance	\$ 25,000
Business Travel	\$ 25,000

SPECIFICATION O: EQUINE CARE, CUSTODY, OR CONTROL

- a. Coverage Requirements. The Equine Care, Custody & Control will be effective September 19, 2011 to September 19, 2012 to cover DSU Equestrian Team. Coverage will pay those sums that DSU becomes legally liable to pay to others as damages because of death, injury, illness, or theft of non-owned horses in your care, custody, or control, occurring during the policy year.
- b. Named Insured:
 - Delaware State University
 - Delaware State University Student Housing Foundation
 - Board of Trustees
 - Directors and Officers
 - Delaware State University Foundation, Inc.
- c. Coverage Requirements:
 - \$50,000 Care, Custody or Control Maximum Limit Per Horse
 - \$300,000 Care, Custody or Control Aggregate Limit Per Year

PROPOSAL FORM

PART I. PRICING

SPECIFICATION A: COMPREHENSIVE GENERAL LIABILITY
Including Sexual Misconduct/Molestation and Armed Security Coverage

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS; INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS; IF SEXUAL MISCONDUCT COVERAGE OR ARMED SECURITY COVERAGE IS QUOTED SEPARATELY INCLUDE A SEPARATE PROPOSAL FORM FOR EACH.

PROPOSAL FORM

PART I. PRICING

SPECIFICATION A1: SEXUAL MISCONDUCT

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION B: COMPREHENSIVE UMBRELLA LIABILITY

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS; INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS; INCLUDE IN PROPOSAL ALL UNDERLYING POLICIES INCLUDED IN UMBRELLA

PROPOSAL FORM

PART I. PRICING

SPECIFICATION C: COMMERCIAL INLAND MARINE

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION D: COMMERCIAL HIRED & NON-OWNED BUSINESS AUTOMOBILE

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

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AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION E: EDUCATORS LEGAL LIABILITY & EMPLOYMENT PRACTICES LIABILITY

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION F: EMPLOYER LIABILITY INSURANCE

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

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SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION G: INTERCOLLEGIATE SPORTS ACCIDENT POLICY

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

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NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION H: GROUP LIFE

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS

PROPOSAL FORM

PART I. PRICING

SPECIFICATION I : PERSONAL TENANT OWNERS POLICY FOR PRESIDENT

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM (EFFECTIVE DATE IS 2/27/2012)

PART I. PRICING

SPECIFICATION J: GROUP ACCIDENT (DAY CARE PROGRAM)

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION K: LICENSED PROFESSIONAL LIABILITY

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION L: STUDENT ACCIDENT & SICKNESS INSURANCE COVERAGE

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION M: PROPERTY POLICY FOR DSU FOUNDATION

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

PROPOSAL FORM

PART I. PRICING

SPECIFICATION N: EQUINE CARE, CUSTODY OR CONTROL

A.	TOTAL ANNUAL PREMIUM	\$ _____
B.	SURPLUS INES TAX/FEES	\$ _____
C.	LESS ESTIMATED DIVIDENDS (IF ANY)	\$ _____
D.	AGENT/BROKER COMMISSIONS/FEES	\$ _____
E.	TOTAL ANNUAL NET COST	\$ _____

PART II. CARRIER/MARKET RATING

NAME OF CARRIER/MARKET FOR THE ABOVE COVERAGE:

CURRENT RATING BY A. M. BEST COMPANY:

PART III. QUALIFYING STATEMENT

We the undersigned participants in this proposal are collectively authorized to issue or solicit insurance and fulfill the level of requirements for operating in the State of Delaware, hereby attest that we have reviewed the specifications and certify that we concur with the proposal submitted.

SIGNATURE: CARRIER

SIGNATURE: AGENT/BROKER

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME AND TITLE

NAME AND TITLE

NAME OF CARRIER

NAME OF FIRM

**INCLUDE SPECIMEN POLICIES AND ALL FORMS/ENDORSEMENTS
INCLUDE PROPOSAL INCLUDING ALL COVERAGES & EXCLUSIONS**

CHECK LIST

Please find below a check list of important documents that must be included in your proposal package or task that must be accomplished prior to submitting your proposal.

The list is provided to assist you in completing your proposal package. Items inadvertently missing from the list do not relieve your responsibility to comply with the requirements of the specifications. Please review the specifications carefully:

No later than 4:00 p.m., June 13, 2011, submit prioritized list of markets/carriers by fax only (302) 857-7955.

- Receive confirmation of market assignments from Delaware State University Purchasing Department by close of business June 14, 2011.
- Enclose the Non-Collusion Statement, signed and notarized.
- Enclose the Compliance Certification, signed and notarized.
- Enclose all proposal forms to include pricing, ratings, and signed by both parties.
- Enclose all amendments (if applicable) and signed to acknowledge receipt.
- Enclose all required documents and other proposal information in envelope provided.
- Have your proposal package delivered to Delaware State University, Purchasing Department, New Administration Building, Room 321, 1200 North DuPont Highway, Dover, DE 19901-2277, **no later than 2:00 p.m., local time, Thursday, June 30, 2011.**

GENERAL INFORMATION SHEET

Federal Identification Number	51-0305893
Current Budget	\$91,389,689
Accumulated Surplus	\$ 3,921,986
Annual Payroll	\$47,750,000
Number of Trustees	16

Staffing

Number of Employees	223
Number of Faculty	218
Number of Administrative Staff	263

Number of Medical Services Staff:

Nurses – Full Time	3
Nurses – Part Time	
Nurse Practitioner – Full Time	1
Nurse Practitioner – Part Time	

Students

Number of Boarder Students (2010-2011)
Number of Commuter Students (2010-2011)
Number of Full Time Students (2010-2011)
Number of Part Time Students (2010-2011)

Dormitory

Number of Dormitory Rooms	964
Number of Dormitory Spaces	1768

Square Footage Physical Plant

Owned Buildings	
Leased Buildings (Wilmington & Georgetown)	38,401 sq. ft.

**DELAWARE STATE UNIVERSITY
INTERCOLLEGIATE SPORT PARTICIPANTS FOR 2010/2011 SEASON**

<u>Sport</u>			<u>Number of Participants</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
Football – Fall Only	85		Cycling	
Football – Spring Only	60		Fencing	
Ice Hockey			Rowing	
Soccer	14	22	Crew	
Lacrosse			Sailing	
Rugby			Archery	
Skiing			Riflery	
Judo			Bowling	10
Karate			Volley Ball	13
Boxing			Equestrian	19
Baseball	27		Rodeo	
Softball		19	Field Hockey	
Basketball	20	13	Cheerleaders	42
Gymnastics			Drill Team	
Outdoor Track & Field	24	28	Band	62 78
Squash			Wrestling	
Racquetball			Indoor Track	27 27
Water Polo			Badminton	
Cross Country	9	23	Golf	
Tennis			Swimming	
Diving			Other	
Total All Sports Male & Female _____				

BOARD OF TRUSTEES

A CENSUS OF THE BOARD OF TRUSTEES WILL BE PROVIDED TO ALL QUALIFIED BIDDERS.

Delaware State University

Contract No. 11-06-30

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Vendor

Authorized Signature/Date

Address

Printed Name

Zip Code

Telephone Number

Federal EI Number

Fax Number

E-Mail Address

Cell Phone Number